

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN
GREEN BAY DIVISION

CHANDA SECKEL
on behalf of herself and all
others similarly situated,

Plaintiff,

Case No. 20-cv-1462

v.

LIMITLESS POSSIBILITIES LLC

Defendant

JOINT MOTION FOR PRELIMINARY SETTLEMENT APPROVAL

Plaintiff, Chanda Seckel, on behalf of herself and all others similarly-situated, and Defendant, Limitless Possibilities, LLC, jointly move this Court for preliminary approval of the settlement in this matter in accordance with the parties' executed settlement agreement, titled "Settlement Agreement and Release of Claims," attached hereto as Exhibit A (hereinafter simply "Settlement Agreement").

For settlement purposes only, the parties seek certification of a collective under the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 216(b), and certification of a class under Wisconsin's Wage Payment and Collection Laws, Wis. Stat. § 109.01 et seq., Wis. Stat. § 104.01 et seq., Wis. Stat. § 103.001 et seq., Wis. Admin. Code § DWD 274.01 et seq., and Wis. Admin. Code § DWD 272.001 et seq. ("WWPCL") and Fed. R. Civ. P. 23 ("Rule 23").

For settlement purposes, the FLSA collective is defined as: "All current and former hourly-paid, non-exempt direct support employees employed by Defendant at any time between September 18, 2017 and September 19, 2020 who (i) received a bonus payment between

September 18, 2017 and September 19, 2020 that was not included in their regular rate of pay for overtime purposes.” (Exhibit A, p. 2.) “Collective Members” are those individuals who “have timely returned Consent Forms in this action,” which is within thirty (30) calendar days following the sending of Notice. (*Id.*)

Similarly, for settlement purposes, the Rule 23 WWPCCL class is defined as: “All current and former hourly-paid, non-exempt direct support employees employed by Defendant at any time between September 18, 2018 and September 19, 2020 who (i) received a bonus payment between September 18, 2017 and September 19, 2020 that was not included in their regular rate of pay for overtime purposes.” (*Id.*) “Class Members” are those individuals who “do not timely exclude themselves from this action” within thirty (30) calendar days following the sending of Notice. (*Id.*)

The parties believe that the Settlement Agreement is fair, reasonable, and adequate because it fully satisfies this Court’s criteria for collective and class action settlements.

As such, the parties respectfully request that this Court:

1. Approve the parties’ Settlement Agreement, (ECF No. 12-1), as a fair, reasonable, and adequate resolution of a bona-fide dispute under the FLSA and the WWPCCL;
2. For settlement purposes only, certify a class action under Federal Rule of Civil Procedure 23;
3. For settlement purposes only, certify a collective action pursuant to the FLSA;
4. Appoint Plaintiff, Chanda Seckel, as Class Representative;
5. Appoint Plaintiff’s Counsel, Walcheske & Luzi, LLC, as Class Counsel pursuant to Federal Rule of Civil Procedure 23(g);
6. Approve the parties’ “Notice of Class and Collective Action and Proposed Settlement” (the “Notice”) substantially in the form of Exhibit 3 to the parties’ Settlement Agreement, (ECF No. 12-1), for distribution to all Class Members and potential Collective Members;

7. Approve the Opt-In Consent Form substantially in the form of Exhibit 4 (the “Consent Form”) to the parties’ Settlement Agreement, (ECF No. 12-1), for distribution to all Class Members and potential Collective Members;
8. Find that the Notice for distribution to all Class Members and potential Collective Members constitutes the best notice practicable under the circumstances, including individual notice to all Class Members and potential Collective Members who can be identified with reasonable effort, and that the Notice constitutes valid, due, and sufficient notice to Class Members and potential Collective Members in full compliance with the requirements of applicable law, including the due process clause of the United States Constitution;
9. Order that each Class Member who wishes to be excluded from the Rule 23 Class must opt-out pursuant to the instructions set forth in the Notice, and that any such responses must be received by thirty (30) calendar days after the mailing of the Notice;
10. Order that any Class Member who has not properly and timely requested exclusion from the Rule 23 Class will be bound in the event the Court issues a Final Order Approving Settlement;
11. Schedule a Fairness Hearing will be scheduled to determine whether this Settlement Agreement should be approved as fair, reasonable and adequate, and whether the proposed Final Order Approving Settlement should be entered;
12. Order Class Counsel to file a Petition for Approval of Attorneys’ Fees and Costs at least fourteen (14) calendar days prior to the Fairness Hearing, and any supplemental brief in support of final approval of the Settlement Agreement or in response to any objections to the application for attorneys’ fees be filed at least seven (7) calendar days before the Fairness Hearing, and determine at the Fairness Hearing in what amount attorneys’ fees and reimbursement of costs and expenses should be awarded to Class Counsel; and
13. Order that any Class Member who wishes to object in any way to the proposed Settlement Agreement must file and serve such written objections pursuant to the instructions set forth in the Notice no later than sixty (60) calendar days after the mailing of the Notice, together with copies of all papers in support of his or her position.

Dated this 6th day of April, 2021

s/ Scott S. Luzi

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